

AMENDMENT NO. 6

APR 12 2018

CONTRACT TITLE: SNAP Point of Sale Systems

CONTRACTOR

Global Payments, Inc.  
dba Heartland Payment Systems, LLC  
10 Glenlake Parkway NW, N. Tower  
Atlanta, GA 30328

SUPPLIER ID

1000033189

CONTRACT NO.

4400006846

By mutual agreement, Contract 4400006846 is amended as follows:

- A. The Contractor shall provide implementation services, training, continued technical support and ongoing maintenance services for MySchoolApps, as set forth in Exhibits A and B. MySchoolApps is a web-based solution for processing free and reduced lunch applications.

MySchoolApps software shall be covered by the Service Level Agreement described in Exhibit C.

Prior to the system going live, the Contractor shall provide a security testing report. FCPS requires that any high security findings be mitigated before the product is used and that medium vulnerabilities are addressed as part of the Contractor's roadmap.

- B. Add the Confidentiality Provisions (Exhibit D)

All other prices terms and conditions remain unchanged.

ACCEPTANCE:

BY:

  
Signature

Terry Roberts/President School Solutions

Printed Name

  
Title

April 10, 2018

Date

  
for Roger L. Ball  
Director

RLB/dgl

DISTRIBUTION:

Contractor  
FCPS -FNS - Greg Rupert

Boat  
4/12/18

**EXHIBIT B**  
**PRICING SCHEDULE**

**IMPLEMENTATION FEES**

|                           |           |
|---------------------------|-----------|
| Setup and Training        | \$375.00  |
| FOH Remote Setup Daily    | \$750.00  |
| FOH Remote Training Daily | \$750.00  |
| Discount                  | -\$500.00 |
| Implementation fee total: | \$1,375.  |

Payment of the implementation fees shall not occur until FCPS has satisfied itself that the software is performing in accordance with the agreed upon specifications and after issuance of a written acceptance notice. Payment is also contingent upon the delivery of the security testing report.

**ONGOING ANNUAL FEE**

**Annual Subscription**

The effective start date of the Subscription begins on the first day of delivery of service which will be considered the anniversary date for the subsequent year. Annual Subscription includes all subscription enhancements and technical phone support to FCPS. The Contractor will not charge FCPS for the first year Annual Subscription.

MySchoolApps Online 10000+ Subscription      \$5,650.00 per year

**Annual Maintenance Support**

Software purchase includes one year of free Annual Maintenance which begins on the first day of delivery of service. Each following year Annual Maintenance will be billed on August 1. The first August 1 billing cycle takes into consideration the free year and prorates the number of months to be included. Annual Maintenance includes all software enhancements and technical phone support.

App Scan Add-On Annual      \$508.00 per year

**EXHIBIT C**  
**SERVICE LEVEL AGREEMENT**

**Help Desk for Software & Hardware Support**

- For software support, Technical Support can be contacted between the hours of 7 AM-7 PM (ET), Monday to Friday, at 800.748.9631.
- Email inquiries to [websmarttsupport@e-hps.com](mailto:websmarttsupport@e-hps.com) to reach the support center via email.
  
- For Administrators support, dial 800-803-6755, Option 2, or email [adminsupport@MySchoolBucks.com](mailto:adminsupport@MySchoolBucks.com). Hours of operation are Monday to Friday from 7 AM to 7 PM EST.
- FAQ's and Help options on every page of the website for District Administrators
- 24/7 assistance at MySchoolBucks.com Help and FAQ's
  
- For Parent support, dial 855-832-5226, or you may email [parentsupport@MySchoolBucks.com](mailto:parentsupport@MySchoolBucks.com). Hours of operation are Monday to Friday from 7 AM to 7 PM EST.
- Heartland offers Spanish Support for Parent Support.
- 24/7 assistance "Help" options on each page of MySchoolBucks.com
  - Selecting the Help link provides a menu of options explaining features and functionality for the page currently being used
- Continually updated Parent FAQ's provide answers to many commonly asked questions
- Online video tutorials

**After Hours Support**

- For Severity 1 incidents that occur after hours, FCPS will leave a voicemail at 800-256-8224 support line.
- A representative will respond back to FCPS as soon as possible.

**Severity Levels**

| Severity   | Description  | Response Time                       |
|--|--|-------------------------------------|
| <b>Severity 1</b><br><i>Critical Service Impact</i>                      | Issue critically affects the primary business service, major application, or mission critical system. We will work with District IT outside of business hours to resolve critical issues.<br>Some examples of a Severity 1 issues are: <ul style="list-style-type: none"><li>• Business service is not operational</li><li>• Production system crashes</li><li>• Data integrity at risk</li><li>• POS is non-operational</li><li>• Cashier terminals are non-operational</li></ul> | Within 2 hours of reported incident |
| <b>Severity 2</b><br><i>Significant Service or Implementation Impact</i> | The business service, major application, or system is seriously affected or implementation stopped. No acceptable workaround is available.<br>Some examples of Severity 2 issues are: <ul style="list-style-type: none"><li>• Production backup and recovery operations fail</li><li>• Reports give error message</li><li>• Student import failed</li></ul>  | Within 4 hours of reported incident |

|   |  |   |
|---|--|---|
| <b>Severity 3</b><br><i>Moderate<br/>Service Impact</i> | The business service, major application, or system is moderately impacted, no data has been lost, and the business service, application, or system is still functioning. The issue may be temporarily circumvented using an available workaround.<br>An example of a Severity 3 issue is: <ul style="list-style-type: none"><li>• POS is operational at School but replication is not working.</li></ul> | Within 1 business day of reported incident  |
| <b>Severity 4</b><br><i>No Service<br/>Impact</i>       | Non-critical issues, general questions, enhancement requests, or documentation issues  | Within 3 business days of reported incident |

#### **Resolution Process & Response Times**

All attempts will be made to solve FCPS issue during the call, and the Contractor will resolve these issues as quickly as possible. Some issues may require follow-up assistance with subject matter experts. Each contact follows a defined escalation path. In each instance, the support representative answers the phone, assigns a case number, and assesses the problem. The case will be resolved with one of three outcomes:

1. Problem solved by the representative.
2. Representative provides product documentation to assist customer in solving the problem.
3. Representative assigns the case and escalates to a subject matter expert if unable to resolve the issue.

**EXHIBIT D**  
**CONFIDENTIALITY PROVISIONS**

**THIS AGREEMENT**, executed and effective as of the 10th day of April, 2018, by and between **\*\*\***, a corporation organized and existing under the laws of DE (the "Company"), and the **FAIRFAX COUNTY SCHOOL BOARD**, a public body corporate and politic organized and existing under the laws of the Commonwealth of Virginia (the "School Board"), recites and provides as follows.

**\*\*\*Heartland Payment Systems, LLC dba**

Heartland School Solutions

**Recitals**

The Company and the School Board agree that the purpose of such terms and conditions is to ensure compliance with the Family Educational Rights and Privacy Act (FERPA), including but not limited to (i) the identification of Company as an entity acting for the School Board in its performance of functions that a School Board employee otherwise would perform; and (ii) the establishment of procedures for the protection of confidential student records, including procedures regarding security and security breaches.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows.

**Agreement**

The Agreement is amended hereby as follows:

1. The following provisions must be deemed to be included in the Agreement:

**Confidentiality Obligations Applicable to Certain FCPS Student Records.** The Company hereby covenants and agrees that it must maintain, in strict confidence and trust, all FCPS student records containing either (1) non-directory information of any kind, whether provided by or created for FCPS pursuant to this contract, or (2) directory information as to which the eligible student or his family has opted out of disclosure (collectively, "FCPS Confidential Student Records").

The Company must cause each officer, director, employee and other representative who must have access to FCPS Confidential Student Records during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all FCPS Confidential Student Records. The Company must take all reasonable steps to insure that no FCPS Confidential Student Records are disclosed to any person or entity except those who (i) are Authorized Representatives of the Company performing functions for FCPS under the Agreement and have agreed to be bound by the terms of this Agreement or a Confidentiality Agreement (as defined below) executed pursuant hereto; (ii) are authorized representatives of FCPS, or (iii) are entitled to such FCPS Confidential Student Records from the Company pursuant to federal and/or Virginia law. The Company must use FCPS Confidential Student Records, and must take all reasonable steps necessary to ensure that its Authorized Representatives must use such records, solely for purposes related to and in fulfillment of the performance by the Company of its obligations pursuant to the Agreement.

The Company must: (i) designate one of its Authorized Representatives to be responsible for ensuring that the Company and its Authorized Representatives maintain the FCPS Confidential Student Records as confidential; (ii) train the other Authorized Representatives with regard to their confidentiality responsibilities hereunder and pursuant to federal and Virginia law; (iii) maintain at all times a list of Authorized Representatives with access to FCPS Confidential Student Records; (iv) cause each Authorized Representative to execute a written covenant of confidentiality in substantially the form set forth on Exhibit A hereto (the "Confidentiality Agreement") prior to his or her performance of any services contemplated by the Agreement and must deliver any and all such Confidentiality Agreements to the School Board upon request.

**Other Security Requirements.** The Company must maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of FCPS Confidential

Student Records, including procedures to (i) restrict access to such records as described in the "Confidentiality" provision of this Agreement; (ii) establish user IDs and passwords as necessary to protect such records; (iii) protect all such user passwords from detection and unauthorized use; (iv) prevent hostile or unauthorized intrusion that could compromise confidentiality, result in data corruption, or deny service; (v) prevent and detect computer viruses from spreading to disks, attachments to e-mail, downloaded files, and documents generated by word processing and spreadsheet programs; (vi) minimize system downtime; (vii) notify FCPS of planned system changes that may diminish the security of FCPS Confidential Student Records; (viii) return or destroy FCPS Confidential Student Records that exceed specified retention schedules; (ix) have made periodic security audits by a professional third party using applicable regulations and industry best practice standards as benchmarks, and make commercially reasonable efforts to remediate the vulnerabilities discovered; (x) in the event of system failure, enable immediate recovery of FCPS records to the previous business day.

In the event of a security breach, the Company must (i) immediately take action to close the breach; (ii) notify FCPS within 24 hours of Company's first knowledge of the breach, the reasons for or cause of the breach, actions taken to close the breach, and identify the FCPS Confidential Student Records compromised by the breach; (iii) return compromised FCPS Confidential Student Records for review; (iv) provide communications on the breach to be shared with affected parties and cooperate with FCPS efforts to communicate to affected parties by providing FCPS with prior review of press releases and any communications to be sent to affected parties; (v) take all legally required, reasonable, and customary measures in working with FCPS to remediate the breach which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if required by law, given the nature and scope of the disclosure; (vi) cooperate with FCPS by providing information, records and witnesses needed to respond to any government investigation into the disclosure of such records or litigation concerning the breach; and (vii) provide FCPS with notice within 24 hours, if permitted by law, of notice or service on Company, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Company's handling of FCPS records of any kind, failure to follow security requirements and/or failure to safeguard confidential information. The Company must provide satisfactory documentation of its compliance with the security requirements of this provision prior to performing services under the Agreement. The Company's compliance with the standards of this provision is subject to verification by FCPS personnel or its agent at any time during the term of the Agreement.

#### **Applicability of Confidentiality and Security Provisions to Non-Confidential Records**

To the extent that FCPS provides non-confidential information to Company under this Agreement, such as student records containing only directory information as to which no opt-out has been filed, de-identified student information, and FCPS records not pertaining to students, the Confidentiality and Security paragraphs must not apply, *provided that* the notice obligation under subsection (vii) must apply to lawsuits and investigations involving FCPS records of any kind.

#### **Disposition of FCPS Confidential Student Records Upon Termination of Agreement**

Upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, the Company covenants and agrees that it promptly must deliver to the School Board, and must take all reasonable steps necessary to cause each of its Authorized Representatives promptly to deliver to the School Board, all FCPS Confidential Student Records. The Company hereby acknowledges and agrees that, solely for purposes of receiving access to FCPS Confidential Student Records and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), the Company and its Authorized Representatives must be deemed to be school officials of the School Board, and must maintain FCPS Confidential Student Records in accordance with all federal state and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations of

the Company and its Authorized Representatives regarding the information contained in FCPS Confidential Student Records must survive termination of the Agreement. The Company must indemnify and hold harmless the School Board from and against any loss, claim, cost (including reasonable attorneys' fees) or damage of any nature directly arising from or in connection with the breach by the Company or any of its officers, directors, employees, agents or representatives of the obligations of the Company or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

**Certain Representations and Warranties.** The Company hereby represents and warrants as follows: (i) the Company has full power and authority to execute the Agreement and to perform its obligations hereunder and thereunder; (ii) the Agreement constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the rights of creditors and general principles of equity; and (iii) the Company's execution and delivery of the Agreement and compliance with their respective terms will not violate or constitute a default under, or require the consent of any third party to, any agreement or court order to which the Company is a party or by which it may be bound.

**Governing Law; Venue.** Notwithstanding any provision contained in the Agreement to the contrary, (i) the Agreement must be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles; and (ii) any dispute hereunder which is not otherwise resolved by the parties hereto must be decided by a court of competent jurisdiction located in the Commonwealth of Virginia.

**Termination.** This agreement must remain in force until notification to terminate is issued by FCPS. At time of termination, vendor is to follow regulations for Disposition of FCPS Confidential Student Records Upon Termination of Agreement as stated above.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers effective as of the date first written above.

[COMPANY NAME] Heartland Payment Systems, LLC dba  
Heartland School Solutions

By: 

[Name] Terry Roberts

[Title] President School Solutions

FAIRFAX COUNTY SCHOOL BOARD

By:   


[Title]

Roger L. Ball  
Director

[Name]



**Exhibit A**

**Covenant of Confidentiality**

In connection with the performance by \*\*\* (the "Company") of its obligations under that certain agreement with the Fairfax County School Board dated \_\_\_\_\_, 2018, as the same must have been amended by that certain Agreement of even date therewith (the "Agreement"), the undersigned authorized representative of the Company (the "Authorized Representative"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby covenants and agrees as follows, with knowledge that the Fairfax County School Board is relying upon the statements set forth herein. \*\*\*Heartland Payment Systems, LLC dba Heartland School Solutions

The Authorized Representative hereby covenants and agrees that he or she: (i) must maintain in strict confidence and trust all records, reports and other documents or materials of any nature relating to the operations, students, families and employees of Fairfax County Public Schools (collectively, the "FCPS Confidential Student Records"); (ii) must not disclose any FCPS Confidential Student Records to any person or entity who has not agreed to be bound by the terms of the Agreement, or a sworn statement executed pursuant thereto, unless the person or entity is an Authorized Representative of FCPS or is otherwise entitled to access to such FCPS Confidential Student Records pursuant to federal and/or Virginia law; (iii) must use the FCPS Confidential Student Records solely for purposes related to and in furtherance of the performance by the Company of its obligations pursuant to the Agreement; (iv), upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, promptly must deliver all FCPS Confidential Student Records to Fairfax County Public Schools; (v) must continue to maintain as confidential all information obtained from FCPS Confidential Student Records after the expiration or termination of the Agreement.

**IN WITNESS WHEREOF**, the Authorized Representative has executed this Covenant of Confidentiality as of the 10 day of April, 2018.



[Name] (Terry Roberts/President School Solutions)  
1620 W. Fountainhead Parkway, Suite 501

[Address]  
Tempe, AZ 85282

(800) 724 - 9853

[Telephone No.]





---

## MySchoolApps (MSA) Statement of Work

---

### MSA Implementation

Available Dates: TBD    Duration: Estimated 3 weeks

---

### Summary

Heartland School Solutions will provide implementation services, training, and technical support for collecting free and reduced applications through MySchoolApps software.

---

### Main Features and Functionality

Free and Reduced Processing, Application Scanning, and MySchoolApps Online Application entry. The integrated system provides an efficient way to process single or multi-family meal applications. The system provides the capability of manually entering, scanning, or entering online: retrieving, recognizing, and validating application data. In addition, the system can determine the validity of the data, convert the data, and process the application information.

- Complies with all the federal guidelines.
- State mandated regulations differ from state to state; the system provides numerous user-defined settings to accommodate District configurations.
- Integration with the District's Student System.
- Integration with the District's Point of Sale System.
- Direct Certification Tools.
- Ability to collect Economic Survey Data.
- The system provides numerous user-defined fields and parameters including, but not limited to: languages, grades, ethnic codes, groups, school codes, etc.
- The system allows the user to add students that are not currently in the District database.
- The system has the flexibility to allow selected staff to access the free and reduced information in order to verify whether or not a student qualifies for a waiver for fees or grant applications outside the Child Nutrition Services.
- The system maintains a comprehensive history of all changes to demographic and application information.
- Comprehensive Reporting including but not limited to: Households with Different Benefits, Verification Sample Sets, Title 1 Reports, Master Eligibility, Percent of Enrollment, Prior Year Comparison, Multiple Applications, and Customizable Notification Letters.

**Heartland**

---

- The system has an end of year process that allows the District to archive the previous years of data ensuring optimal functionality.
- Manual: allows the user to enter data manually as required.
- Scanning: built in Scanning Software that recognizes and processes handwritten applications with better than 90% accuracy.
- Scanning: a scanned image can be viewed and printed using the Free & Reduced module at any time.
- Online Apps: website is customizable based on district's needs. This includes field labels, instructions and important aspects of the application.
- Online: ensures only completed applications are received through a series of validation checks during the application process.
- Online Apps: Data is fully encrypted to keep all application information protected.

---

## **Project Scope**

This Statement of Work covers the following activities and deliverables:

- Schedule kick off call
- Kick off call agenda
  - Introduce Project Team
  - Review and confirm project plan
  - Review district deliverables
- Physical Application Setup
  - Design of application
  - State Approval of application
  - Configure Scanning Hardware with MSA software
  - Test with sample applications
- Online Application Setup
  - Create MSA website
  - Install and configure software
  - Student and School data import
  - Test and confirm website setup
- Training
  - Online Application and website customization
  - Client Software
  - Physical application scanning
- Project Completion
  - Project manager will notify all stakeholders of Project Completion

---

## Schedule

| DURATION | MILESTONE  | NOTES  |
|----------|--|--|
| 1 Day    | Project Start - Kick off call with the Project Manager | Verify District Information.<br>Review Implementation plan.<br>Review District Deliverables.   |
| 3 Days   | Application Design                                     | Heartland will send the USDA prototype, District will send needed changes to the applications.<br>Heartland will design the application.   |
| 1 Day    | MySchoolApps website build                             | Heartland will build the District's MySchoolApps website.  |
| 3 Days   | State Approval (If necessary)                          | District to get application approval from the state.   |
| 1 Day    | Software installation                                  | Heartland will install Admin Console, DataCenter, App server service, and MySchoolApps Client application.   |
| 1 Day    | Application zoning and Scanner setup/configuration     | District to have a few samples printed from print shop.<br>Heartland will zone the application.<br>Heartland will setup and configure the scanner to the MSA software, and test the sample apps. |
| 1 Day    | Training   | Heartland will train the District on use of MySchoolApps Client, App Scanning, and Online Apps.  |
| 1 Day    | Project End  | Project Complete.  |

---

## Key Assumptions

This agreement is based on the following assumptions.

- This Statement of Work was acknowledged and returned to Heartland.
- Heartland technician will be granted remote access to the necessary computers / servers.
- Heartland technician will have adequate permissions to restore the SQL database (if necessary).
- District IT has allocated a Microsoft SQL Server instance for the MSA database
- District is responsible for printing physical applications
- District will meet all minimum system requirements as per the MSA Client System Requirements attachment
- MSA Client App Server port (default 2923) and SQL Server port (default 1433) both open inbound on respective servers.
- Once an assessment of Districts requirements is complete we will identify implementation options.

**Heartland**

---

---

**Attachments**

- Heartland MSA Data Security and Privacy Plan
- MSA Client System Requirements

---

**Acceptance**

☒ By checking this box you agree to the terms and conditions set forth in this Statement of Work.

Print Name: \_\_\_\_\_

District Representative

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: Terry Roberts/President School Solutions

Heartland Representative

Signature: \_\_\_\_\_ Date: April 10, 2018

**Heartland**

---